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REDACTED -- FOR PUBLIC INSPECTION

April 2, 2015

By Electronic Filing

Marlene H. Dortch
Secretary
Federal Communications Commission
445 Twelfth Street SW
Washington, D.C. 20554

**Re: MB Docket No. 14-57
Applications of Comcast Corporation, Time Warner
Cable Inc., Charter Communications, Inc., and SpinCo
for Consent to Assign or Transfer Control of Licenses
and Authorizations**

Dear Ms. Dortch:

Pursuant to the Second Amended Modified Joint Protective Order in this proceeding¹ and the instructions set out in the Commission's letter and accompanying "Request for Information" dated February 25, 2015,² The Walt Disney Company hereby submits the enclosed **unredacted, Highly Confidential Information** in response to the Request for Information.

The enclosed response consists entirely of **Video Programming Confidential Information**. Accordingly, the submission is entitled to protection from disclosure to any third parties and is being made available for inspection and review solely by Commission staff pursuant to the terms of the Second Amended Modified Joint Protective Order and the order of the U.S. Court of Appeals for the D.C. Circuit in *CBS Corp. v. Federal Communications Commission*, No. 14-1242 (Nov. 21, 2014).

¹ *Applications of Comcast Corporation and Time Warner Cable Inc. for Consent to Assign or Transfer Control of Licenses and Authorizations*, Second Amended Modified Joint Protective Order, 20 FCC Rcd 13799 (Nov. 12, 2014) (the "Second Amended Modified Joint Protective Order").

² Letter from William T. Lake, Chief, Media Bureau, to Alan N. Braverman, Senior Vice President, General Counsel and Secretary, The Walt Disney Company and attached Request for Information to The Walt Disney Company (Feb. 25, 2015) (collectively, "Request for Information").

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Separately, also pursuant to the Second Amended Modified Joint Protective Order and as directed by FCC staff, The Walt Disney Company is submitting (1) one copy of the response in an encrypted .pdf file to Vanessa Lemmé of the Media Bureau, and (2) a redacted, public version of this response *via* ECFS.

Please direct any questions regarding this submission to the undersigned.

Respectfully submitted,

A handwritten signature in blue ink that reads "Thomas O. Barnett". The signature is fluid and cursive, with a horizontal line extending from the end.

Thomas O. Barnett

**THE WALT DISNEY COMPANY
RESPONSE TO REQUEST FOR INFORMATION**



Specification 1: “Identify and list each agreement between (a) the Company and an Applicant, or (b) the Company and the Announced OVD Services, relating to the licensing of the Company’s Video Programming that has been effective at any time during the period beginning January 18, 2011, through the date of this Request.”

RESPONSE:



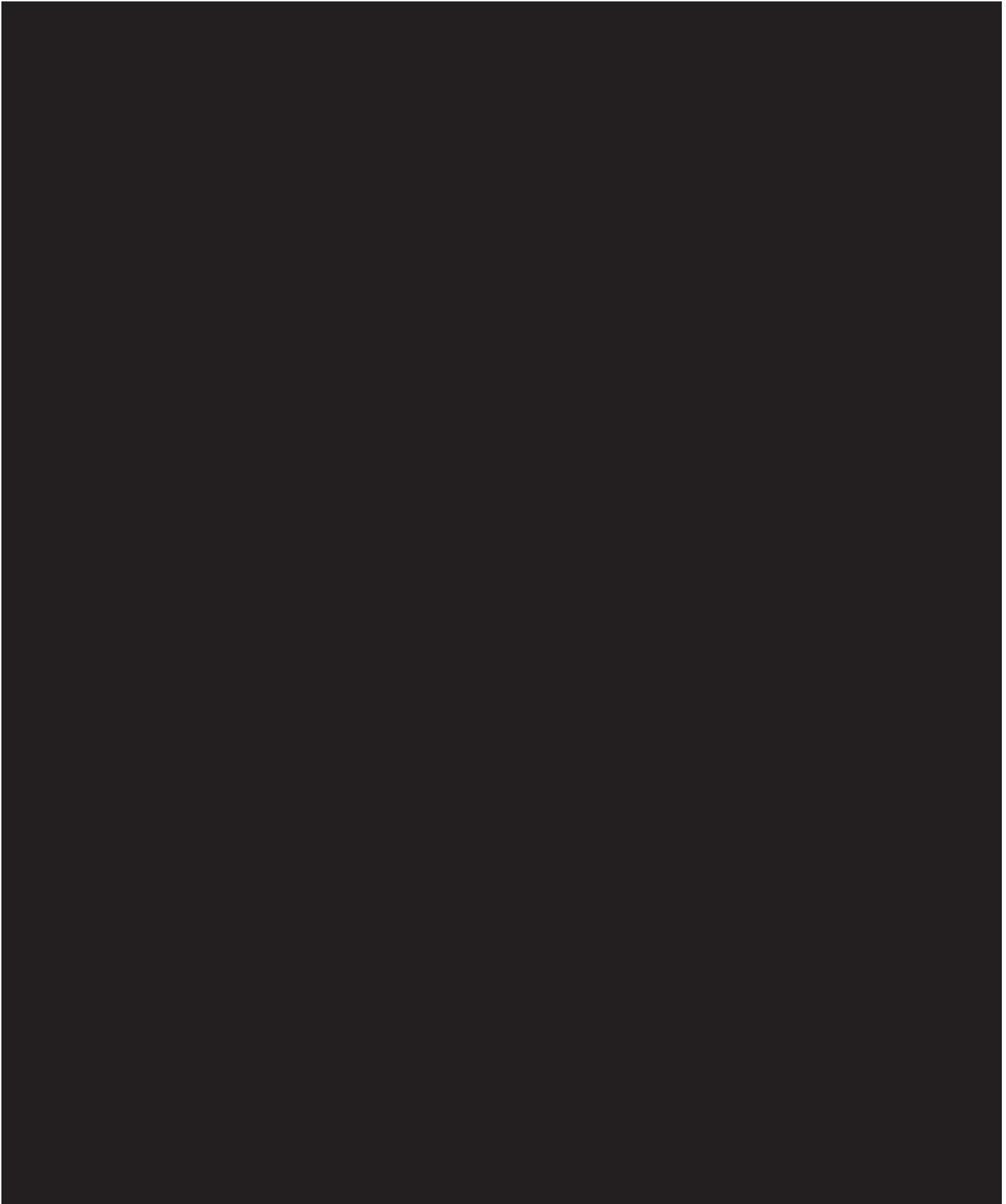
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Specification 2: “Identify any provision in each agreement listed in Specification 1(a) that limits or reduces the Company’s incentive or ability to: (a) license its Video Programming to an OVD (including an Announced OVD Service) or to offer Video Programming directly to consumers via the Internet... and (b) sell advertising for, or otherwise monetize its Video Programming through distribution to an OVD or by the Company offering its Video Programming via the Internet directly to consumers.”

RESPONSE:

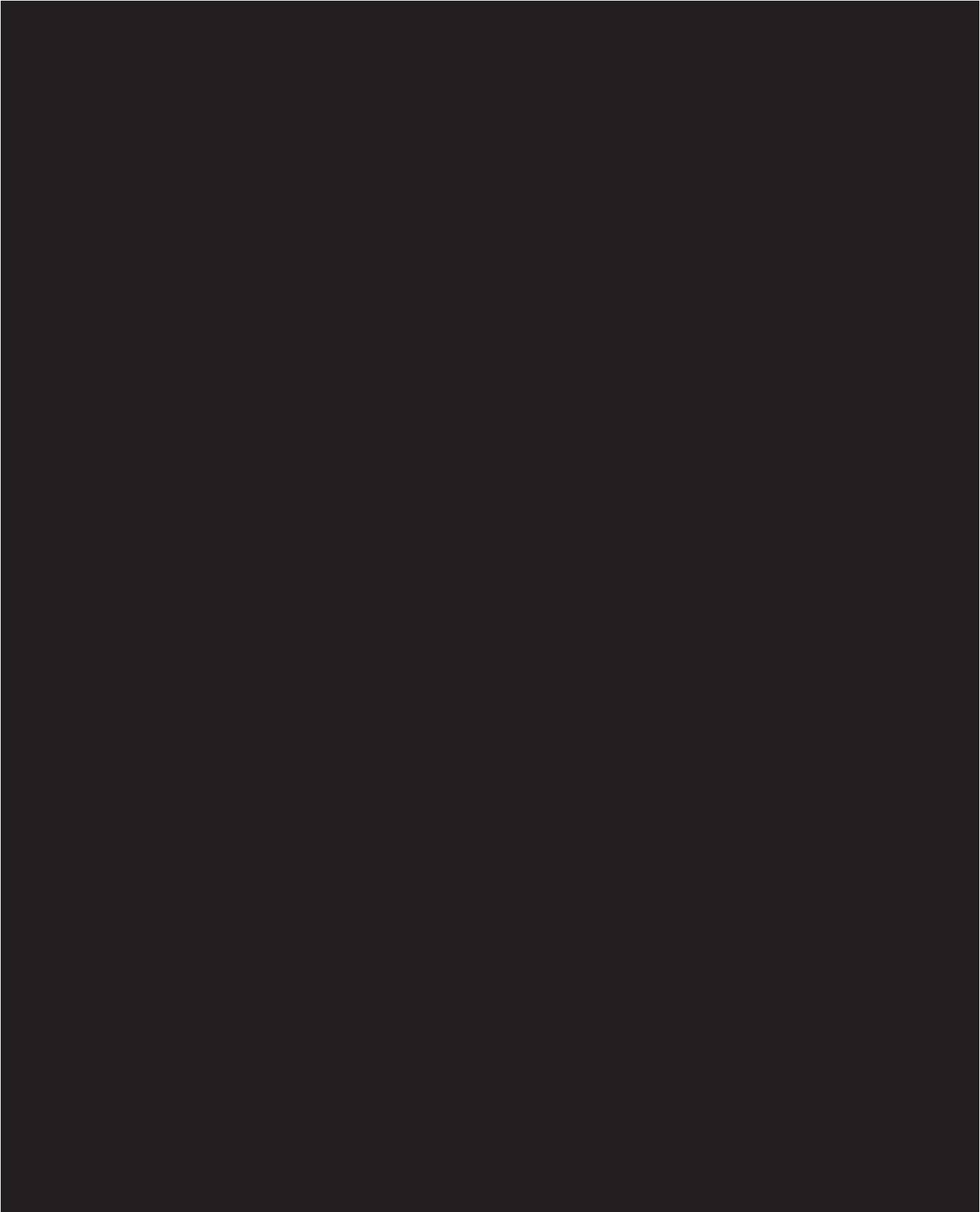
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Specification 3: “Describe each provision identified in response to Specification 2, and describe: (a) the negotiation of the provision; (b) the events or acts that trigger the application of the provision, and the acts taken or the restriction imposed when the provision is triggered or otherwise becomes effective; (c) the efforts taken by the relevant Applicant, if any, to enforce the provision, including but not limited to discussions between the Company and the Applicant about the enforcement of the provision, the Company’s response thereto and the results of those efforts; and (d) whether similar provisions exist in the Company’s agreements with other MVPDs.”

RESPONSE:

REDACTED -- FOR PUBLIC INSPECTION



REDACTED -- FOR PUBLIC INSPECTION



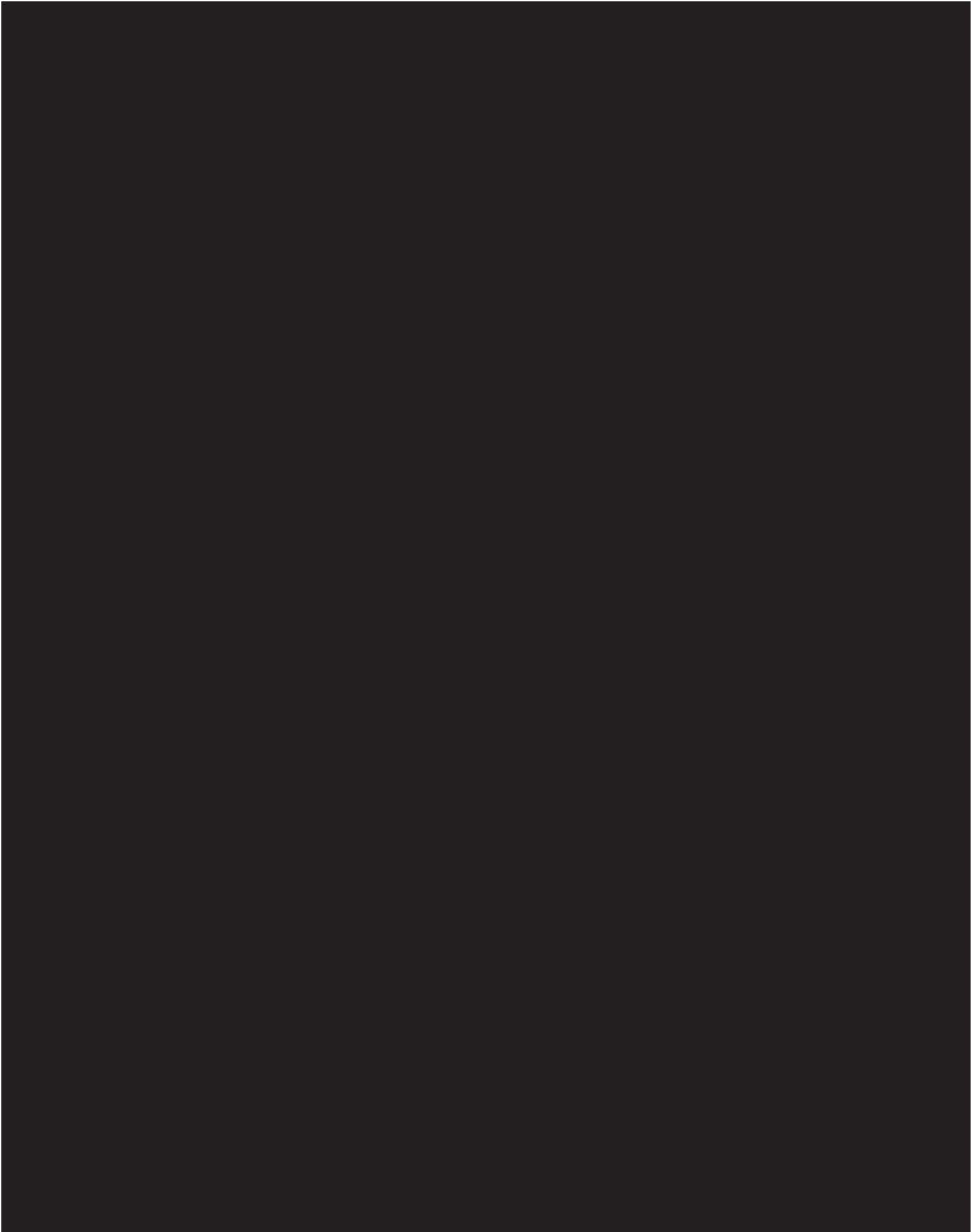
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[REDACTED]

Specification 4: “Describe all provisions relating to restrictions or limitations on distribution of the Company’s Video Programming ... that were proposed by an Applicant during negotiations that the Company successfully sought to exclude from the Video Programming distribution agreement it ultimately entered into with the Applicant, and the reason given by the Applicant for the provision.”

RESPONSE:

[REDACTED]

Specification 5: “Describe all oral and written communications relating to any statement by Comcast that the provisions identified in response to Specification 2 were either no longer effective or would not be enforced as a result of the Comcast-NBCU Order or the Final Judgment entered in U.S. v. Comcast Corp. and NBC Universal, Inc., Civ. Action No. 1:11-cv-00106 (D.D.C. 2011).”

RESPONSE:

Specification 6: “If an action by the Company triggered any of the Most-Favored-Nations provisions identified in response to Specification 2, identify the provision and describe the acts taken by the Company to comply with the requirements of the provision, and the Applicant’s response thereto.”

RESPONSE:

Specification 7: “For each provision identified in response to Specification 2 that prevented, affected or limited the nature or scope of the license for Video Programming that the Company entered, was willing to enter, or was able to enter with the Announced OVDs, identify the provision and describe in detail how the provision influenced the Company’s licensing decision. Describe all communications between the Company and the relevant Applicant relating to negotiation of any agreement listed in response to Specification 1(b), including, but not limited to, negotiations to modify the impact of any provision identified in response to this Specification on the Company’s ability to license the Video Programming covered by the provision to an Announced OVD, and the results of those discussions.”

RESPONSE:



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Specification 8: “Identify each provision identified in response to Specification 2 that could inhibit the Company’s ability to license its Video Programming to an OVD which proposes to employ new or different business models than those that have been offered to consumers to date, and describe the provision’s effect and impact on the Company’s licensing practices.”

RESPONSE:



Specification 9: “Describe any efforts or actions, not otherwise described, that relate to the use or potential use of current or prospective Video Programming agreements or negotiations between the Company and an Applicant, in a manner that would limit the ability of the Company to provide its Video Programming to an MVPD, OVD or by the Company directly to consumers.”

RESPONSE:



Specification 10: “For any OVD service that the Company has considered, plans to provide, or provides:

- a. describe each provision identified in response to Specification 2 that influenced the Company’s decision to launch, or not launch, such service, or limited the nature or scope of the OVD service that the Company was willing

to or able to launch, and describe in detail how the provisions influenced the Company's decision-making;

b. describe any discussions concerning such current or prospective agreements or negotiations with the Applicants about the provisions identified in this subpart a of this Specification relating to such OVD service; and

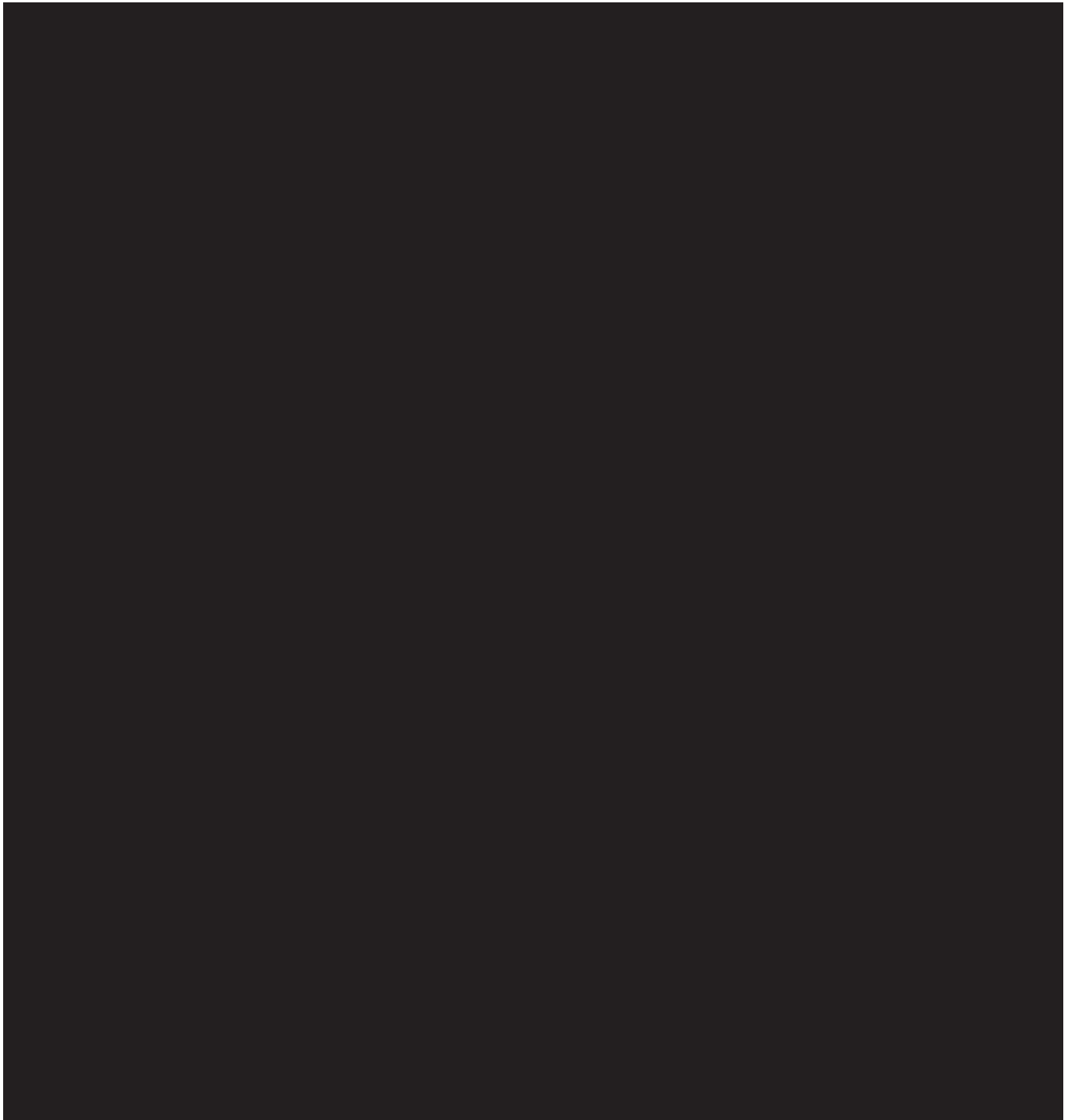
c. if the Company has launched such service, describe any reaction by the Applicants to the service and any discussions with the Applicants about such service to the extent they concern the existence or prospective creation of Video Programming agreements or negotiations."

RESPONSE:



Specification 11: “Identify and describe the Applicants’ obligations, and limits thereon, contained in the agreements listed in response to Specification 1(a) to provide the Company the metrics and data relating to views of the Company’s Video Programming by the Applicants’ subscribers, and describe how the information received pursuant to the provision impacts the Company’s ability to effectively monetize its Video Programming and sell advertising.”

RESPONSE:



Specification 12: “With respect to each provision identified in response to Specification 2, describe any consideration or other benefit that was either offered by an Applicant or accepted by the Company in exchange for the Company’s agreement to include the provision in the agreement.”

RESPONSE:

Specification 13: “Describe any material differences among the Company’s agreements with each of the Applicants, including differences among any provisions identified in response to Specification 2, and whether the terms of any one Applicant’s agreements with the Company, taken in the aggregate, could be characterized as more favorable to the relevant Applicant than the Company’s affiliation agreements with other Applicants.”

RESPONSE:



Specification 14: “Describe all communications between the Company and the Applicants related to the negotiation of any agreement listed in response to Specification 1(a) that discuss:

a. the importance to the Company of reaching a minimum level of penetration for the Company’s Video Programming;

- b. the importance to the Company of being carried on a particular programming tier;**
- c. the need to obtain carriage for the Company's Video Programming from another MVPD prior to obtaining carriage from the relevant Applicant; and**
- d. the importance of achieving distribution for the Company's Video Programming in in any specific geographic markets, including, but not limited to, any discussions related to the Company's ability to reach a critical mass of subscribers to launch a new network, attract national or regional advertisers, maintain long-term viability, or compete effectively with other video programmers."**

RESPONSE:



Specification 15: “Describe in detail all provisions identified in response to Specification 2 and related efforts, negotiations and acts by Comcast to alter the nature or scope of the services provided by Hulu LLC to consumers, and the impacts these negotiations, efforts and acts have had on Hulu’s services.”

RESPONSE:

REDACTED -- FOR PUBLIC INSPECTION



REDACTED -- FOR PUBLIC INSPECTION

